THE HON'BLE SRI JUSTICE V.V.S.RAO

WRIT PETITION No.8672 of 2007

Dated:24.04.2007

Between:

T.V.Murali Mohan.

…Petitioner

and

The District Level Sand Committee and others.

…Respondents

THE HON'BLE SRI JUSTICE V.V.S.RAO

WRIT PETITION No.8672 of 2007

ORDER:

The petitioner became the highest bidder in the auction conducted to lease out the sand reach in Penna River in the jurisdiction of Varikuntapadu Gram Panchayat. The second respondent confirmed the auction by proceedings dated 11.12.2006 after the petitioner paid 1/4th of the amount of the bid. He was directed to pay the balance 3/4th amount within seven days. The petitioner did not pay the amount, and therefore, the second respondent in exercise of powers conferred under Rule 9-H(3) of the Andhra Pradesh Minor Mineral Concession Rules, 1966 (for short 'the Rules'), passed the impugned proceedings bearing Roc.No.2910/2006-A3, dated 01.04.2007, cancelling the auction conducted and also forfeiting the amount of 25% paid by the petitioner. Aggrieved by the same, the present Writ Petition is filed.

The petitioner contends that after obtaining the confirmation orders from the second respondent he visited the sand reach. The members of Varikuntapadu Gram Panchayat, the Sarpanch and others raised objection for transporting the sand through the Village. Therefore, he submitted a representation to the third respondent on 02.01.2007, which was forwarded to the Divisional Panchayat Officer in Roc.No.2910/2005-P3, dated 14.02.2007. The Joint Collector passed the impugned order even before necessary report was forwarded by the Divisional Panchayat Officer with regard to the grievance of the petitioner. Therefore, he submits that the order passed by the Joint Collector is not in true spirit with the procedure contemplated under Rule 9-H of the Rules for forfeiture of the amount and cancellation of the auction. Rule 9-H of the Rules prescribes the procedure for deposit of lease amount and execution of lease agreement. A plain reading of sub-Rule (3) thereof would show that the moment the bidder fails to pay 25% of the knocked down amount on the next working day of auction or fails to pay the remaining 75% of the knocked down amount within the period specified in the confirmation order, the auction can be cancelled and the amount can be forfeited. This was precisely done. The petitioner does not dispute that the second respondent while confirming the auction gave seven days time to the petitioner to

pay the amount. The petitioner failed to pay the amount nor executed the agreement as contemplated under Rule 9-H of the Rules. In that view of the matter, the order of the second respondent cannot be termed as illegal.

The Writ Petition is misconceived, and is accordingly, dismissed. No costs.

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(V.V.S.RAO, J)

24.04.2007
vs